

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: \* CHAPTER 13  
ROBERT & PATRICIA WILLIAMS \* BANKRUPTCY NO. 18-15270  
\*  
Debtors \*

**ORDER**

AND NOW, this day of , 201 , upon  
consideration of U.S. Bank Trust National Association as Trustee  
of the Lodge Series IV Trust Motion for Relief from the Automatic  
Stay and Debtors' answer thereto, and after hearing, it is hereby  
ORDERED and DECREED that;

The Motion of U.S. Bank Trust National Association as  
Trustee of the Lodge Series IV Trust for Relief From The  
Automatic Stay Under Section 362 is DENIED.

BY THE COURT:

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J.

Kenneth G. Harrison, Esquire  
Fine Neshaminy Interplex Suite 115  
Trevose, PA 19053

William C. Miller, Esquire (Trustee)  
P.O. Box 40119  
Philadelphia, PA 19106

Michael C. Mazack, Esquire  
The Lynch Law Group  
501 Smith Drive, Suite 3  
Cranberry Township, PA 16066

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IN RE:	*	CHAPTER 13
ROBERT & PATRICIA WILLIAMS	*	BANKRUPTCY NO. 18-15270
	*	
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**DEBTORS' ANSWER TO THE MOTION  
FOR RELIEF FROM THE AUTOMATIC STAY**

Debtors, Robert & Patricia Williams, by and through their attorney, Kenneth G. Harrison, Esquire, respectfully represents as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Denied. Debtors have no knowledge of the amounts stated in this paragraph therefor said allegations are denied with strict proof thereof demanded at trial.
8. Admitted.
9. Denied as a conclusion of law upon which no responsive pleading is required. The Debtors have signed an Agreement of Sale to sell said real estate.
10. Denied as a conclusion of law upon which no responsive pleading is required.
12. Denied as a conclusion of law upon which no responsive pleading is required.

13. Denied as a conclusion of law upon which no responsive pleading is required. The Debtors have signed an Agreement of Sale to sell said real estate.

14. Denied as a conclusion of law upon which no responsive pleading is required.

#### DEFENSES

1. The Debtors have substantial equity in their property and movant has been afforded adequate protection of its interest. The Debtors have signed an Agreement of Sale to sell said real estate.

2. Movant has not shown the irreparable harm necessary to justify lifting of the automatic stay with respect to its foreclosure. The Debtors have signed an Agreement of Sale to sell said real estate.

3. If movant is entitled to relief from the stay, the stay should not be terminated and the Court should grant less drastic relief by conditioning or modifying the stay. The Debtors have signed an Agreement of Sale to sell said real estate.

WHEREFORE, Debtors, Robert & Patricia Williams, respectfully requests that this Honorable Court deny Movant's Motion for Relief From the Automatic Stay.

Respectfully submitted,

s/s Kenneth G. Harrison  
Kenneth G. Harrison, Esquire  
Five Neshaminy Interplex Suite 115  
Trevose, PA 19053